

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

3DGence Sp. z o.o. | Bojkowska 92, 44-141 Gliwice, Poland | KRS: 0000265431 | VAT-EU: PL6330009438 | REGON: 271077426

English translation for information purposes. The Polish-language version of these General Terms and Conditions of Sale (GTCS) is the sole binding version; in the event of any discrepancy, the Polish version prevails.

§ 1 General Provisions

1. The purpose of these General Terms and Conditions of Sale is to determine the mutual rights and obligations arising from the conclusion between the Seller and the Buyer of an agreement for the sale of Goods and Services.
2. These GTCS form an integral part of all sales agreements concluded by the Seller, including agreements concluded in the form of an Order, offered to an entity purchasing Goods or Services.
3. By concluding a sales agreement, and in particular by placing an Order, the Buyer confirms its acceptance of these GTCS. If the Buyer does not accept them, it should expressly state this in the Order. Acceptance of the GTCS is equivalent to the Buyer making the sanctions declaration in the wording set out in Annex 1 to the GTCS and to the Buyer assuming the obligations arising from § 4B of the GTCS.
4. The GTCS are available to the Buyer before the conclusion of a sales agreement in written form at the Seller's registered office or on the website www.3dgence.com.
5. These GTCS constitute the contractual arrangement binding the parties in respect of the sale of Goods and Services. The parties exclude the application of any other standard contractual terms (general terms and conditions, terms of sale, model agreements, regulations, etc.) used or established by the Buyer.
6. The provisions contained in these GTCS may be amended only in written form, failing which any amendment shall be invalid. The conclusion of a separate sales agreement excludes the application of these GTCS only to the extent that the agreement regulates a matter differently.
7. Differing arrangements agreed between the parties and confirmed in writing take precedence over the provisions of the GTCS.
8. Unless otherwise agreed, the terms of sale specified by the Seller in the Offer are not binding on the Seller. An Order is not binding on the Seller until it is Confirmed, or until it is accepted for performance by the commencement of its performance, or until it is accepted for performance by the issuance of a VAT invoice.
9. The price of the Goods/Services sold shall be specified on each occasion in the Offer and in the Order Confirmation.
10. The delivery dates given by the Seller in the Order Confirmation are binding as to the week of delivery and indicative as to the day of delivery. In the event of delays in planned deliveries arising from causes both attributable and not attributable to the Seller, the Seller is obliged to inform the Buyer promptly of the change to the delivery date, in so far as it has knowledge of it.

11. Illustrations, drawings, designs, calculations and other similar documents relating to the Goods and to any other commercial activity conducted by the Seller which constitute the Seller's intellectual property (know-how, copyright and related rights, industrial property rights, etc.) remain the exclusive property of the Seller and are protected in accordance with the applicable provisions of law, irrespective of the fact that such materials have been provided to the Buyer. The said materials may not be recorded, reproduced, distributed or passed on to third parties without the Seller's prior written consent.
12. The conclusion of a sales agreement, including Order Confirmation, is preceded by Verification of the Buyer carried out in accordance with the KYC Procedure, on the terms set out in § 4A of the GTCS. The Seller is entitled to refuse to Confirm an Order, to suspend performance of the sales agreement or to withdraw from it if the result of Verification is negative (Red Alert) and the identified risk is not clarified or removed. The Buyer shall have no claims whatsoever on that account, in particular no claims for damages.

§ 2 Terminology

Wherever these General Terms and Conditions of Sale refer to:

- 1) **GTCS** – this shall mean these General Terms and Conditions of Sale, which are the basic standard contractual terms applicable to agreements concluded by the Seller with the Buyer, unless their application has been excluded or modified in an individual sales agreement. If the Buyer is in a continuing commercial relationship, its acceptance of the GTCS in respect of the first order shall be deemed acceptance of them for all remaining orders and sales agreements, until such time as their content is amended or their application is revoked.
- 2) **Seller** – this shall mean 3DGence Sp. z o.o. with its registered office in Gliwice (44-141), ul. Bojkowska 92, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000265431, tax identification number NIP: 6330009438, REGON: 271077426.
- 3) **Buyer** – this shall mean a natural person, a legal person or an organisational unit without legal personality to which the law grants legal capacity, conducting business or professional activity in its own name and purchasing Goods and Services from the Seller.
- 4) **Goods** – the products included in the Seller's Offer.
- 5) **Services** – printing services, after-sales support, servicing and other services to be sold under a sales agreement between the Seller and the Buyer.
- 6) **Offer** – the catalogue available on the Seller's website of current Goods and Services offered for sale and of Goods and Services available on enquiry.
- 7) **Order** – an offer to purchase products submitted by the Buyer in writing or by e-mail, containing the details specified in § 3 paragraph 3.
- 8) **Confirmation** – a statement by the Seller, made by e-mail or in writing, accepting the Order, submitted to the Buyer after receipt of the Order and specifying at least the price of the goods/services, the total value of the goods ordered, the lead time, the place and terms of delivery/collection, the payment terms and any other additional arrangements, e.g. an extended guarantee.

- 9) **Group** – the MS Galleon GmbH group of companies to which the Seller belongs.
- 10) **KYC Procedure** – the Counterparty Verification Procedure (Know Your Client) in force within the Group, setting out the rules for verifying counterparties before entering into cooperation and in the course of such cooperation.
- 11) **Verification** – the process of obtaining and assessing information concerning the Buyer, its legal status, ownership structure, financial standing and operational reliability and the subject of the transaction, carried out by the Seller or on its instructions in accordance with the KYC Procedure, including by means of public registers, business intelligence agencies, sanctions lists and a dedicated IT system.
- 12) **Sanctions** – restrictive measures imposed, among others, by the Republic of Poland, the United Nations, the European Union and its Member States, the United Kingdom and the United States of America, in particular those arising from the Polish Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security, Council Regulation (EU) No 833/2014 and Council Regulation (EC) No 765/2006.
- 13) **Sanctions Lists** – lists of persons and entities subject to Sanctions, including the lists maintained by the Polish minister competent for internal affairs, the European Union, the UN and OFAC.
- 14) **Related Entity** – members of the managing or supervisory bodies or commercial proxies (prokurenci) of the Buyer, an entity related to the Buyer by capital, directly or indirectly, an entity exercising, directly or indirectly, control over the Buyer, and every Ultimate Beneficial Owner of the Buyer.
- 15) **Ultimate Beneficial Owner (UBO)** – any natural person exercising, directly or indirectly, control over the Buyer within the meaning of the provisions on counteracting money laundering and terrorist financing.
- 16) **Red Alert** – a warning signal identified in the course of Verification indicating factors of increased risk associated with the intended transaction, in particular in the area of Sanctions, high-risk connections, criminality or insolvency.
- 17) **Sanctions Declaration** – a declaration made by the Buyer on the template constituting Annex 1 to the GTCS.

§ 3 Orders

1. Information posted on the Seller's website, in catalogues, on leaflets, in advertisements and in other publications does not constitute an offer within the meaning of the provisions of the Polish Civil Code, even if a price is stated. Publications concerning the Goods and Services offered by the Seller are for information purposes only, while the models and samples displayed by the Seller are illustrative and for display purposes. The detailed technical data given in publications may change at any time in line with the continuous development of, and changes in, the 3D printing industry.
2. The Buyer's Orders are placed in writing to the address of the Seller's registered office or electronically to: cs@3dgence.com
3. An Order from the Buyer should contain the following details:
 - a) the Buyer's name, together with its exact address,

- b) its NIP number or equivalent,
 - c) the Seller's offer number (if applicable),
 - d) a description of the Goods/Services together with the trade name or alphanumeric symbol from the Offer,
 - e) the price of the Goods, in accordance with the Seller's Offer,
 - f) the quantity of Goods ordered,
 - g) the lead time for the Order,
 - h) the place and terms of delivery/collection of the Goods/Services as agreed.
 - i) the number in the register of entrepreneurs (KRS, CEIDG or a foreign equivalent) and the Buyer's country of registration,
 - j) the details of the Buyer's Ultimate Beneficial Owner – at the Seller's request,
 - k) the Sanctions Declaration (Annex 1 to the GTCS), signed in accordance with the rules of representation – with the first Order and each time at the Seller's request.
4. The effective conclusion of a sales agreement is conditional upon the Buyer placing an Order, the successful completion of Verification of the Buyer and Confirmation of the Order by the Seller. Confirmation of the Order means that the Seller has received the Order and accepted it for performance. The placing of an Order by the Buyer does not bind the Seller, and the absence of a response from the Seller does not constitute tacit acceptance of the Order.
5. The Seller may withhold performance of the sale if it has doubts as to the truthfulness of the data contained in the documents referred to in § 3 paragraph 3 of the GTCS and if the Buyer fails to meet the other conditions set out in § 4 of the GTCS, and also in the event of a Red Alert, a refusal to submit or update the Sanctions Declaration, or a failure to provide the data necessary to carry out Verification.
6. Cancellation of an Order by the Buyer is permissible only in exceptional situations, following prior written agreement with the Seller of the terms of cancellation of the Order. The Seller reserves the right to charge the Buyer with the actual costs incurred up to the moment of cancellation, not exceeding the value of the Order.
7. The Seller is entitled to refuse to accept an Order for performance if the result of Verification or the circumstances of the transaction indicate commercial and sanctions risk. Such a refusal does not give rise to any liability of the Seller for damages.

§ 4 Performance of the Order

1. The delivery period for the Goods/Services begins to run once all doubts have been clarified and all provisions of the sales agreement have been agreed. The conditions for the delivery period for the Goods/Services to begin to run are:
- a) timely provision by the Buyer to the Seller of all documents which the Buyer is obliged to provide on the basis of the mutual arrangements with the Seller,

- b) timely obtaining by the Buyer of all necessary approvals, consents and other decisions which the Buyer is obliged to obtain on the basis of the mutual arrangements with the Seller,
 - c) performance by the Buyer of all obligations arising from the mutual arrangements with the Seller, in particular payment for the Goods or Services or payment of an advance towards the Order.
 - d) successful completion of Verification of the Buyer in accordance with § 4A of the GTCS, including the provision by the Buyer of the complete set of data and documents required under the KYC Procedure.
2. The Goods are collected on site at the Seller's registered office or release point (warehouse) by the Buyer, or are delivered to the address indicated by the Buyer where an appropriate instruction to that effect has been given in the Order. In the case of collection on site, the Buyer is obliged to collect the Goods ordered within 5 days of the Seller giving written or e-mail notice of readiness for collection. After that period, the Seller reserves the right to dispatch the Goods at the Buyer's risk to the Buyer's address and at the Buyer's cost.
3. Unless otherwise agreed in the sales agreement, the delivery date for the Goods specified in the sales agreement shall be deemed to have been met at the moment the Goods are placed at the disposal of the Buyer or of a carrier, freight forwarder or person authorised by the Buyer acting in the Buyer's name or on its behalf, at the Seller's registered office or release point (warehouse) indicated in § 7 paragraph 1 of the GTCS. The above rules also apply where, under the sales agreement, the arrangement of delivery of the Goods to the Buyer is the Seller's responsibility.
4. The delivery period for the Goods/Services shall be extended accordingly by a period justified by:
- a) the occurrence of force majeure, meaning events which the Seller objectively could not have foreseen, over which it had no influence and for which it is not responsible, in particular but not limited to: civil unrest, strikes, exercise of the right of lockout, acts of terrorism, war, problems relating to supply/transport/production, actions of local/central legislative or executive authorities, fires, floods, gales, explosions and other natural disasters, whereby the above circumstances also apply where suppliers cooperating with the Seller have been affected by force majeure,
 - b) the need to obtain approvals or consents of third parties which it is for the Buyer to obtain and which have not been provided within the period agreed by the parties,
 - c) failure by the Buyer to provide the specification of the Goods/Services within the period agreed by the parties.
 - d) the conduct or repetition of Verification of the Buyer, the clarification of a Red Alert, or awaiting a decision of the competent authority on the compliance of the transaction with the sanctions provisions. That period does not constitute delay on the part of the Seller and does not give rise to any claims of the Buyer for damages.
5. Deliveries of Goods/Services may be made in instalments, unless it follows from their nature that partial delivery cannot be accepted by the Buyer. In the case of partial deliveries, the Seller shall be entitled to issue a separate VAT invoice for each batch of Goods/Services delivered.

6. If collection/delivery of the Goods is delayed at the Buyer's express request or for reasons for which the Buyer is responsible, the Seller – provided that it gave notice of readiness for collection/delivery on the originally agreed date – shall be entitled to charge storage costs for the Goods amounting to 0.5% of the gross value of the Goods stored for each commenced day of delay in their collection/delivery. Subject to paragraph 9 below, the Seller shall in any event be entitled to demand from the Buyer reimbursement of the actual costs of storing the Goods.
7. For delay in collection of the Goods on the part of the Buyer, the Seller may in addition charge the Buyer statutory interest for delay on the value of the Goods not collected – the interest stipulated does not exclude the Seller's right to claim damages on general principles in excess of the compensation specified.
8. If the delay in collection of the Goods exceeds 2 weeks, or if the Buyer refuses to accept the Goods, the rules set out in § 3 paragraph 6 of the GTCS shall apply.
9. The maximum amount charged to the Buyer in respect of storage costs for the Goods may not exceed 10% of the gross value of the Goods stored. The Seller's rights set out in paragraphs 6–8 above are without prejudice to the Seller's ability to exercise its right to withdraw from the agreement and to claim compensation for non-performance or improper performance of the obligation by the Buyer.

§ 4A Verification of the Buyer (KYC)

1. Before a sales agreement is concluded, before the first Order is Confirmed, and also before a non-disclosure agreement (NDA) is concluded, the Buyer is obliged to provide the Seller, at the Seller's request and in written or electronic form, with:
 - a) its business name, registered office address and address for service,
 - b) its number in the register of entrepreneurs together with a current extract or printout from that register and its country of registration,
 - c) its NIP and REGON numbers or their equivalents and, in the case of entities from the European Union, its EU VAT number,
 - d) details of the Ultimate Beneficial Owner and information on the ownership structure and the parent entity,
 - e) a signed Sanctions Declaration (Annex 1 to the GTCS).
2. The Seller is entitled to carry out Verification of the Buyer, its Related Entities and Ultimate Beneficial Owners on its own, in public registers (in particular the KRS, CEIDG, CRBR, the National Register of Debtors, the White List and VIES), on the Sanctions Lists, with business intelligence agencies and in publicly available sources of information, as well as to commission the Verification to another entity from the Group or to a specialised service provider.
3. The Buyer is obliged to update the data provided at least once a year and, in addition, each time at the Seller's request – within 7 days of receipt of the request.
4. The Buyer is obliged to inform the Seller, no later than within 3 business days of the occurrence of the event, of: (a) any change of its business name, registered office, ownership structure or Ultimate Beneficial Owner, (b) the Buyer or its Related Entity becoming subject to Sanctions or the

commencement of proceedings with a view to imposing Sanctions, (c) the filing of a bankruptcy petition, the opening of restructuring proceedings or entry in the National Register of Debtors, (d) the suspension or cessation of its business activity.

5. Failure to provide the data and documents, the provision of untrue or incomplete data, as well as failure to comply with the updating obligation or the notification obligation, entitles the Seller to suspend deliveries, refuse to accept further Orders and withdraw from the sales agreement within 30 days of the date on which it becomes aware of the breach.
6. Suspension of performance under this paragraph does not constitute delay or default on the part of the Seller and does not give rise to any right of the Buyer to interest, contractual penalties or damages.
7. The Seller shall retain the documentation gathered in the course of Verification for a period of 7 financial years counted from the date of performance of the last transaction or termination of the sales agreement and, if court, administrative or inspection proceedings are pending, until those proceedings are finally concluded.

§ 4B Sanctions Clause

1. In connection with the armed conflict in Ukraine and the imposition of economic sanctions by the European Union, the Republic of Poland, the United States of America and other states against specified persons, institutions and goods, the Buyer declares that:
 - a) neither the Buyer, nor entities related to it personally, by capital or organisationally, nor members of its governing bodies, nor its ultimate beneficial owners within the meaning of Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 appear on sanctions lists established by the European Union, Poland or the USA,
 - b) the conclusion and performance of the sales agreement does not result in a breach or circumvention of the applicable provisions of law, including in particular the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security, or in a breach or circumvention of economic sanctions already in force,
 - c) the Buyer does not maintain commercial or organisational relations with entities or persons subject to Sanctions,
 - d) the Buyer does not take any actions which could lead to the circumvention or breach of applicable Sanctions,
 - e) the subject of the transaction is not and will not be intended, directly or indirectly, for supply or resale (in whole or in part) to the territory of the Russian Federation or the Republic of Belarus or to entities subject to Sanctions.
2. The Parties undertake to inform each other promptly of any suspected breach of this clause and of any of the declarations referred to in paragraph 1 ceasing to be up to date.
3. A breach of the provisions of this clause may constitute grounds for termination of the sales agreement with immediate effect and for the pursuit of claims for damages by the aggrieved Party on general principles. The Buyer is aware that making an untrue declaration may give rise to criminal and civil liability, including liability for damages.

4. The Seller shall not be liable for non-performance or improper performance of the sales agreement where this results from the obligation to comply with Sanctions or from decisions of the competent authorities.

§ 5 Force Majeure

1. Where the Seller is unable to perform its obligation on time as a result of force majeure as described in § 4 paragraph 4(a) of the GTCS, each party is entitled to withdraw from the sales agreement in whole or in part. The above right of withdrawal also applies to subsequent impossibility of performance of the sales agreement by the Seller as a result of force majeure. Where the right of withdrawal is exercised, any liability of the parties for damages is excluded. Where a party intends to withdraw from the sales agreement for the reasons set out above, the withdrawing party is obliged to inform the other party of its intention to withdraw from the sales agreement without undue delay.
2. The Seller shall not bear any adverse consequences connected with the non-performance of its contractual obligations where suppliers/service providers cooperating with the Seller fail to deliver, within the appropriate time, the goods and/or products and/or services necessary to perform the agreement for the sale of the Goods.

§ 6 Title to the Goods

1. The Seller reserves title to the Goods sold, with the effect that the Seller remains the owner of the Goods until full payment has been made for the Goods collected and for other amounts due under the sales agreement, irrespective of the place of storage or of installation in other items (Reserved Goods).
2. Upon the commencement of bankruptcy or composition proceedings in relation to the Buyer, the Buyer is obliged to mark the Reserved Goods in a manner indicating the existence of the reservation of title in favour of the Seller.
3. In the event of seizure of Reserved Goods owned by the Seller in the course of enforcement proceedings directed against the Buyer's assets, the Buyer is obliged to inform the Seller of that fact promptly and to cooperate in enforcing the Seller's rights against the entity seizing the Reserved Goods, using all available means. At the Seller's request, the Buyer is obliged to provide promptly all information as to where the Reserved Goods are stored.
4. The Buyer is entitled to further dispose of the Reserved Goods in the ordinary course of lawful business and subject to the restrictions arising from § 4B of the GTCS. In such a case, the Buyer transfers to the Seller all claims against third parties arising from the sale of the Reserved Goods. The Buyer is obliged to assign to the Seller the receivables, together with ancillary amounts due, arising from the resale of the Reserved Goods. If the Reserved Goods are sold together with other goods which are not owned by the Seller, the Buyer transfers to the Seller only that part of the claim which arises from the sale and corresponds to the invoiced value of the Reserved Goods.
5. In the event of third-party claims concerning the Reserved Goods, the Buyer is obliged to take steps demonstrating that the Reserved Goods are the property of the Seller.
6. In the event of processing or treatment, or combination of the Reserved Goods with another item, the Seller becomes a co-owner of the item thus created, without any obligation to pay

remuneration or compensation for the other material, in the proportion corresponding to the value of the Reserved Goods (the amount of the invoice issued). All Reserved Goods processed in this way constitute goods subject to reservation of title within the meaning of these provisions of the GTCS.

7. Reserved Goods in which the Buyer has made any changes, alterations or modifications, irrespective of their scope and nature, must, if resold to third parties, bear the Seller's marking (logo). The Buyer has no right to resell such Goods under its own brand or to add any additional trademarks, trade names, model names or serial numbers. Breach of the above obligations shall be treated as an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition (Journal of Laws 1993 No. 47 item 211, as amended) and shall entitle the Seller to make use of the legal remedies set out in that Act and in generally applicable law.
8. Buyers which are professional distributors are entitled to resell the Seller's products in a manner arising from the nature of their business activity, unless this right is unilaterally revoked in writing by the Seller. The Seller shall be entitled to revoke the right to resell products from the Seller's range in the following situations:
 - a) payment delays on the part of the distributor; or
 - b) the Seller forming a suspicion that the distributor is disposing of its assets, or the emergence, after the conclusion of the agreement with the distributor, of other facts indicating a risk that the distributor will fail to meet its contractual obligations.
 - c) the occurrence of a Red Alert concerning the distributor, its Related Entity or Ultimate Beneficial Owner, in particular in the area of Sanctions, high-risk connections or criminality; or
 - d) breach by the distributor of the obligations arising from § 4B of the GTCS.
9. In relation to Reserved Goods which are to be resold, the distributor, by accepting these GTCS, transfers to the Seller all claims against third parties arising from the resale of such Reserved Goods. The Buyer is obliged to assign to the Seller the receivables, together with ancillary amounts due, arising from the resale of the Reserved Goods to third parties, in the amount resulting from the VAT invoice issued for the products resold.
10. The Seller grants the distributor a revocable authorisation to pursue, on the Seller's behalf, the above-mentioned receivables arising from the resale of the Goods to third parties in the course of the distributor's business activity. The authorisation may be revoked in writing by the Seller at any time.
11. The creation of a pledge over, and the transfer by way of security of title to, Reserved Goods to which the Seller holds title is not permitted. The Buyer is obliged to inform the Seller promptly in writing of any case of, or attempt at, obtaining security or satisfaction of third-party claims over products owned by the Seller.

§ 7 Passing of risk, Incoterms, transport insurance

1. Unless otherwise agreed in the sales agreement, deliveries of the Goods are made on EXW ("ex works") terms in accordance with the INCOTERMS 2020 international trade rules. The place of release of the Goods ("works") indicated in the Offer, the Confirmation, on the commercial invoice

or in another document and, in the absence of such a document, shall be understood as “ex works”
ul. Bojkowska 92, 44-141 Gliwice, Poland.

2. Unless otherwise provided in the sales agreement, the risk of accidental loss of or damage to the Goods sold passes to the Buyer at the moment the Goods are placed at the disposal of the Buyer or of a carrier, freight forwarder or person authorised by the Buyer acting in the Buyer’s name or on its behalf, at the release point indicated in § 7 paragraph 1 of the GTCS. The above rules also apply where, under the sales agreement, delivery of the Goods to the Buyer is the Seller’s responsibility.
3. If the Seller is responsible for transport of the Goods, in the event of a delay in delivery for reasons attributable to the Buyer, the risk of accidental loss of or damage to the Goods passes to the Buyer at the moment the Seller notifies the Buyer of its readiness to deliver the Goods to the Buyer.
4. The Seller insures the Goods in transport solely at the Buyer’s express request, on the basis of a separate insurance contract and at the Buyer’s sole cost.

§ 8 Complaints

1. Unless otherwise agreed in the sales agreement, the quality and functional characteristics of the Goods are specified solely and exhaustively in the technical specification and the operating manual relating to the relevant product from the Seller’s Offer.
2. Where the Buyer makes an additional request (a subsequent change to the delivery terms or an additional delivery), the solution which is most advantageous from the point of view of cost reduction shall be applied, provided however that it does not lead to a deterioration of the Seller’s position.
3. If the quality of the Goods does not satisfy the Buyer but the Goods have been manufactured in accordance with the applicable standards and the technical specification, this fact may not constitute grounds for a complaint, unless the Buyer stipulated additional requirements in the Order.
4. Rules for submitting complaints:
 - a) All complaints must be submitted promptly after defects of the Goods have been identified. The Buyer is obliged to examine the Goods delivered for conformity with the order, both as to quantity and as to quality;
 - b) Complaints as to quantity and as to the condition of the surface, the packaging and the method of packing must be submitted on acceptance of the Goods, failing which the right to submit them at a later date is lost. A condition for considering complaints of this type is that the quantitative and qualitative discrepancies are stated on the delivery documents and confirmed by the signatures of the representatives of both parties or, as appropriate, of the persons carrying out the transport;
 - c) Any reservations as to the Goods delivered which are identified on acceptance must additionally be documented in the handover protocol (non-conformity protocol);
 - d) Quality complaints in respect of apparent defects (e.g. surface quality, shape, dimensions) must be submitted no later than 5 days from the date of delivery;

- e) Quality complaints in respect of hidden defects, material defects and properties of the Goods not conforming to the standards confirmed in the Order (not specified above) shall be accepted for up to 12 months from the date on which the risk of accidental loss or damage passed to the Buyer in accordance with these GTCS, unless a different period has been agreed in an individual Order. A hidden defect must be notified to the Seller promptly, and no later than within 5 days of the defect being identified.
5. Complaints should be submitted in writing to the address of the Seller's registered office or to the e-mail address: support@3dgence.com
6. A complaint concerning defects of the Goods delivered should contain:
- a) the date on which the complaint was submitted by the Buyer,
 - b) the Order Confirmation number,
 - c) the date of delivery,
 - d) a detailed description of the Goods complained of (name, dimensions),
 - e) the quantity of the Goods delivered which is complained of,
 - f) the quantity of material delivered,
 - g) a scan/photocopy of the proof of delivery of the Goods,
 - h) a scan/photocopy of the handover protocol,
 - i) the reason for the complaint and photographic documentation of the irregularities identified.
7. The Seller shall consider the complaint submitted within 30 days of the date on which it was submitted. The Seller reserves the right to extend the stated period for considering the complaint by the appropriate time necessary to carry out specified additional actions, e.g. awaiting the return of the goods to the Seller. The Seller shall inform the Buyer promptly of any extension of the period, in writing or by e-mail.
8. The Seller's obligation upon acceptance of a complaint comprises, at the Seller's option, the obligation to replace the defective Goods with Goods free from defects, to reduce the price proportionately, or to accept the return of the Goods complained of.
9. The Seller shall refuse to accept a complaint where the Goods have been improperly used or stored by the Buyer.
10. The Seller is not liable for the suitability of the Goods delivered in accordance with the Order for the purposes desired by the Buyer, unless otherwise agreed in advance.
11. Complaints submitted after expiry of the periods referred to in paragraph 4 above shall not be considered. The date of submission of a complaint is deemed to be the date on which the complaint is received at the Seller's registered office or at the e-mail address support@3dgence.com
12. Failure to respond to the Buyer's complaint within the period specified in paragraph 7 does not constitute tacit acceptance of the complaint by the Seller.

§ 9 Guarantee

1. The Seller grants the Buyer a 12-month guarantee for the products sold which are subject to wear (3D printers). The guarantee period begins to run at the moment the risk of accidental loss or damage passes to the Buyer in accordance with these GTCS.
2. The Buyer shall not be entitled to guarantee rights in respect of the Goods sold in the event of:
 - a) failure to notify defects of the Goods delivered or their non-conformity with the sales agreement in accordance with the provisions of § 8 paragraphs 3–6 of the GTCS,
 - b) subsequent alteration of the Goods to which the Seller did not consent, unless it is proven that the alteration had no effect on the occurrence of the defects of the Goods,
 - c) a finding that the damage results from normal wear and tear or from improper use or storage of the Goods.
3. The detailed terms for exercising guarantee rights are published at: 3dgence.com

§ 10 Intellectual Property Rights

1. Unless otherwise agreed in the sales agreement, the Seller is obliged to deliver the Goods/Services free from third-party intellectual property rights in the country in which those Goods/Services are manufactured or in the country in which they are delivered (hereinafter: Intellectual Property Rights). Intellectual Property Rights within the meaning of these GTCS are in particular: know-how, patents, utility models, protected design works, trademarks together with accompanying rights, and copyright.
2. In the event that any third party brings justified and documented claims against the Buyer in connection with an infringement of Intellectual Property Rights, the Seller shall be liable to the Buyer for those infringements for the period referred to in § 9 paragraph 1 of the GTCS, but only on condition that the Buyer used the Seller's products in accordance with their intended purpose as specified in the technical specification, the operating manual and the sales agreement.
3. If a third party brings claims against the Buyer in connection with an infringement of Intellectual Property Rights in accordance with paragraph 2 above, the Seller shall, at its own discretion and at its own cost:
 - a) obtain the Intellectual Property Rights necessary for the proper use of the Goods/Services delivered; or
 - b) modify the Goods/Services delivered so that their use does not infringe third-party Intellectual Property Rights; or
 - c) replace the Goods delivered with Goods free from legal defects.
4. If the solutions referred to in paragraph 3 cannot be applied by the Seller without incurring excessive costs, the Buyer has the right to take legal measures in accordance with generally applicable provisions, in particular to demand a reduction of the price for the Goods/Services delivered.
5. The Seller is obliged to take the actions set out in paragraph 3 above subject to the following conditions:

- a) prompt written notification of the Seller, no later than within 7 days, of the third-party complaints raised,
 - b) the Buyer not acknowledging in any form the third-party complaints or admitting any facts connected with the complaint raised,
 - c) the Buyer leaving all factual and legal means of contesting the complaint at the Seller's sole disposal.
6. The Buyer shall have no claims whatsoever against the Seller where the infringement of Intellectual Property Rights occurs for reasons for which the Buyer is responsible.
7. The Buyer shall have no claims whatsoever against the Seller where the infringement of Intellectual Property Rights results from the performance of an order covering non-standard products (outside the Offer) in which structural, functional or material changes have been made in accordance with the Buyer's instructions and wishes or by arrangement with the Buyer (so-called special orders), or where the Seller's products are used in a manner not envisaged by the Seller, or where the infringement arose as a result of alterations to the Seller's products made without the Seller's prior written consent.
8. The Buyer shall have no further-reaching claims against the Seller and its authorised representatives, and no claims other than those set out in this § 10 of the GTCS, in connection with an infringement of Intellectual Property Rights.
9. If, as a result of the performance of a sales agreement concluded between the Seller and the Buyer, any Intellectual Property Rights arise, all such rights shall be the property of the Seller, unless the Buyer contributed predominantly to their creation. If, as a result of the performance of a sales agreement, Intellectual Property Rights arise of which the Buyer will be the owner (either exclusively or in the appropriate proportion), and in all other cases in which Intellectual Property Rights arise or may arise which are the property (or co-property) of the Buyer, the Buyer, by accepting these GTCS, hereby grants the Seller a licence to use those Intellectual Property Rights which is at least free of charge, non-exclusive, unlimited in time and territory and which entitles the Seller to use them in all fields of exploitation known as at the date of acceptance of these GTCS.
10. Where new fields of exploitation arise which were unknown at the time of acceptance of these GTCS, the Buyer shall grant the Seller the licence specified in paragraph 9 above to use such Intellectual Property Rights in those fields of exploitation without any obligation to pay remuneration.

§ 11 Liability

1. The Seller's liability for non-performance or improper performance of an agreement for the sale of Goods/Services is limited to compensation for the actual loss (*damnum emergens*) suffered by the Buyer and to a maximum of an amount equal to the Seller's net remuneration for the delivery of the Goods/Services specified in the Order. That liability relates solely to non-performance of the fundamental contractual obligations, meaning the obligations without which performance of the sales agreement would be impossible (*essentialia negotii*).

2. The Seller's liability does not cover lost profits, in particular indirect or consequential damage such as loss of profit or remuneration and losses connected with disruption to the operations of the Buyer's business.
3. Liability for non-performance or improper performance of the fundamental contractual obligations is limited to the damage which the Seller could have foreseen at the time of concluding the sales agreement as a normal consequence of its non-performance or improper performance, unless the damage was caused by the Seller's wilful misconduct or gross negligence.
4. The Seller shall not be liable for damage:
 - a) which the Buyer could have avoided by following the information contained in the operating manual and provided during training (if any took place);
 - b) arising while the device was operating unattended;
 - c) arising as a result of use of the device contrary to its intended purpose, in particular for the production of a final product or semi-finished product.
5. The Seller is not liable for any losses, damage or costs (indirect or direct) arising from the Buyer's claims in respect of errors in delivery or delays in delivery caused by the actions of the logistics operator (freight forwarder).
6. The above rules on the Seller's liability apply equally to the Seller's authorised representatives.
7. The Seller shall not be liable for damage arising from a refusal to accept an Order, suspension of delivery, suspension of the provision of Services or termination of the sales agreement, where those actions were taken in performance of obligations arising from the sanctions provisions, the KYC Procedure, or as a consequence of a Red Alert.

§ 12 Prices

1. The prices for Goods/Services quoted by the Seller are net prices, to which value added tax will be added.
2. The prices for Goods/Services do not include the cost of delivery or insurance, which are subject to an additional charge, unless the parties have provided otherwise in the sales agreement.

§ 13 Payment terms

1. Unless otherwise agreed in the sales agreement, payment for the Goods/Services must be made before the Service is performed or the Goods are delivered.
2. The Buyer consents to receiving VAT invoices and pro forma invoices electronically at the e-mail address indicated by the Buyer.
3. The date of payment is deemed to be the date on which the payment is credited to the Seller's bank account stated on the invoice, or the date of payment in cash.
4. If the Buyer fails to make payment within the period stated on the VAT invoice, the Seller is entitled to charge statutory interest for each day of delay and also to demand prepayment for the Goods/Services covered by subsequent Orders already accepted for performance.

5. Failure to pay amounts due within the period stated on the VAT invoice entitles the Seller to interrupt deliveries of Goods/Services and to suspend performance of Orders already accepted. The Seller may make the performance of a new Order placed by a Buyer which is in arrears with payments or pays invoices late conditional upon payment of an advance towards the Buyer's new Order.
6. Unless the Seller decides otherwise, payment for the Goods/Services ordered is to be made without deductions or set-off of counterclaims.
7. The submission of a complaint does not release the Buyer from the obligation to pay for the Goods/Services within the agreed period.
8. In the event of a deterioration in the Buyer's financial situation after the conclusion of the sales agreement, or where new facts emerge justifying the presumption that the Buyer may fail to meet its contractual obligations, including where the Buyer is disclosed in the National Register of Debtors, has suspended its business activity, or where a Red Alert has arisen in the area of financial risk, the Seller shall be entitled to demand that the Buyer provide security appropriate to the type and size of the transaction. If the Buyer fails to provide additional security within an appropriate period set by the Seller, the Seller shall be entitled to withdraw from the sales agreement and to demand that the Buyer return what the Seller performed under the sales agreement and, on general principles, compensate the damage arising from the non-performance of the obligation.
9. Assignment of the rights arising from a sales agreement concluded with the Buyer or from an Order placed is not permitted in relation to third parties without the Seller's written consent.

§ 14 Right to use the Software

1. Where, in connection with the delivery of Goods/Services, software necessary to operate and use the subject of the Order is provided to the Buyer (hereinafter referred to as the "Software"), such Software is made available in accordance with the terms set out in the Software documentation or in the Software itself, which shall take precedence over the provisions of these GTCS.
2. Where the Software is supplied electronically (e.g. via the Internet), the risk of accidental loss of or damage to the Software passes to the Buyer at the moment the Software leaves the Seller's sphere of influence (i.e. at the moment it is downloaded by the Buyer).
3. The Buyer has the right to use the Software solely in accordance with its intended purpose.
4. The intended purpose of the Software is determined, in relation to individual products, by the technical information concerning the product or by the user manual.
5. The Software is made available solely for use in the device to which the relevant technical information or operating manual relates. In the absence of such documents, the right to use the Software relates solely to its use in the device supplied together with the Software. Use of the Software with any other device requires the Seller's prior written consent. In the event of a breach of the above provisions, the Seller is entitled to appropriate additional remuneration for the use of the Software. Irrespective of the above, the Seller may claim supplementary damages from the Buyer on general principles.
6. The Software is supplied solely in machine-readable format (code).

7. The Buyer is authorised to make one copy of the Software for back-up purposes (a back-up copy).
8. The Buyer is entitled to transfer the right to use the Software to a third party, excluding entities subject to Sanctions and entities having their registered office or place of residence in the territory of the Russian Federation or the Republic of Belarus. In justified cases, the above right may be revoked in writing by the Seller at any time. The right to use the Software may be transferred solely together with the transfer of ownership of the device purchased from the Seller. Where the right to use the Software is transferred to a third party, the Buyer is obliged to warrant to the Seller and to the third party that the transferred right to use the Software does not exceed the scope of the rights granted to the Buyer by the Seller under these GTCS and under the relevant technical information and operating manual. At the same time, the Buyer is obliged to ensure that the Software will be used by the third party on the terms provided for in these GTCS.
9. Where the Software is transferred to a third party, it is prohibited to retain any copies of the Software.
10. Where Software is supplied in respect of which the Seller holds only a limited right of use (Third-Party Software), the separate terms of use of such Third-Party Software agreed between the Seller and the owner/holder of those rights shall take precedence over these GTCS.
11. Where the Seller supplies Software subject to a so-called open licence, the rules on the granting and exploitation of the relevant open licence originating from the third-party supplier shall take precedence over these GTCS.
12. The technical information or operating manual shall in each case contain information as to the existence of Third-Party Software or an open licence and as to the separate terms of their use.
13. The separate terms of use of the Software referred to in paragraphs 10 and 11 shall be made available to the Buyer at its express request. Any breach of the separate terms of use of Third-Party Software or of the open licences granted shall give rise, for the Buyer, to claims on the part of both the Seller and the relevant third parties.
14. Use of the Software over the Internet, irrespective of whether the Software is reproduced for that purpose, requires the conclusion of a separate arrangement with the Seller.
15. The Buyer is obliged to comply with the rules on reproduction of the Software in accordance with these GTCS. The Buyer is obliged to keep a register of all copies of the Software and to provide it to the Seller on request.
16. The Buyer bears sole factual and legal responsibility connected with the use of software other than that supplied/made available by the Seller.

§ 15 Security measures – back-up copies

1. The Buyer is obliged to apply all required and appropriate measures in order to prevent or reduce damage in relation to the Software. In particular, the Buyer is obliged to make regular back-up copies of the Software and of data.
2. In the event of a breach of the above obligation by the Buyer, the Seller shall be released from any obligations/claims arising on that account, and the burden of bearing them shall rest with the Buyer. This applies in particular to the replacement of lost or destroyed Software or data.

§ 16 Legal defects of the Software

Where third parties successfully pursue claims arising from an infringement of their protected rights relating to the Software, the Seller shall be liable for such infringements on the terms set out in § 10 of the GTCS and only for a period of 12 months from the date on which the risk of accidental loss of or damage to the Software passed to the Buyer.

§ 17 Personal data

1. The controller of the personal data of the Buyer / of persons acting on behalf of the Buyer is 3DGence Sp. z o.o. with its registered office in Gliwice (44-141), ul. Bojkowska 92, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000265431, tax identification number NIP: 6330009438, REGON: 271077426.
2. The personal data of the Buyer / of persons acting on behalf of the Buyer (full name, address of residence/correspondence address, telephone number, NIP number and, to the extent necessary to carry out Counterparty Verification, also position, nationality, country of residence, details of the Ultimate Beneficial Owner and information obtained from public registers, Sanctions Lists and business intelligence agencies) will be processed:
 - a) for the purpose of concluding and performing the sales agreement, on the basis of Article 6(1)(b) GDPR, i.e. processing is necessary for the performance of a contract to which the data subject is party;
 - b) for the purpose of complying with a legal obligation to which the Controller is subject, i.e. on the basis of Article 6(1)(c) GDPR;
 - c) for the purpose of preparing an offer, on the basis of Article 6(1)(b), second sentence, GDPR, i.e. as steps taken at the request of the data subject prior to entering into a sales agreement;
 - d) for the purpose of handling complaints, grievances and requests, on the basis of Article 6(1)(f) GDPR, i.e. for a purpose arising from the legitimate interests of the Controller;
 - e) for the purpose of pursuing claims and defending against such claims, on the basis of Article 6(1)(f) GDPR, i.e. the legitimate interest of the Controller.
 - f) for the purpose of fulfilling legal obligations arising from the sanctions provisions and from the provisions on counteracting money laundering and terrorist financing – on the basis of Article 6(1)(c) GDPR;
 - g) for the purpose of carrying out Counterparty Verification in accordance with the KYC Procedure and of limiting commercial, sanctions and reputational risk – on the basis of Article 6(1)(f) GDPR (the legitimate interest of the Controller).
3. The recipients of the personal data of the Buyer / of persons acting on behalf of the Buyer shall be solely entities cooperating with the Controller in the performance of the sales process (entities providing courier services, suppliers, entities providing legal services, entities providing IT services), and also companies from the Group, the entity entrusted with the performance of Counterparty Verification activities, and business intelligence agencies and providers of verification systems. The

data entrusted to them shall be transferred to the extent and for the purpose necessary to perform the sales agreement, prepare an offer and carry out the Verification.

4. The personal data of the Buyer / of persons acting on behalf of the Buyer will not be transferred to a country outside the European Economic Area.
5. The personal data of the Buyer / of persons acting on behalf of the Buyer will be retained for the following periods:
 - a) Where a sales agreement is concluded – for the period arising from the applicable provisions of law.
 - b) Where an offer is prepared – for a period of 6 months from the date on which it is provided.
 - c) Where a grievance or complaint is considered – for the period necessary to consider the complaint.
 - d) Where claims are pursued or defended against – for the limitation period applicable to such claims, i.e. as a rule no longer than 10 years from the occurrence of the event giving rise to the claim.
 - e) In the case of documentation gathered in the course of Counterparty Verification – for a period of 7 financial years from the date of performance of the last transaction or termination of the sales agreement and, if court, administrative or inspection proceedings are pending, until those proceedings are finally concluded.
6. In connection with the processing of personal data, the Buyer / persons acting on behalf of the Buyer have the following rights:
 - a) the right of access to the data (in accordance with Article 15 of the General Data Protection Regulation);
 - b) the right to rectification of the data (in accordance with Article 16 of the General Data Protection Regulation);
 - c) the right to erasure of the data (in accordance with Article 17 of the General Data Protection Regulation);
 - d) the right to restriction of processing (in accordance with Article 18 of the General Data Protection Regulation);
 - e) the right to data portability (in accordance with Article 20 of the General Data Protection Regulation);
 - f) the right to object (in accordance with Article 21 of the General Data Protection Regulation);
 - g) the right to lodge a complaint with the supervisory authority (the President of the Personal Data Protection Office) if they consider that the processing of the personal data of the Buyer / of persons acting on behalf of the Buyer infringes the provisions of the General Data Protection Regulation.
7. If the Buyer / persons acting on behalf of the Buyer wish to exercise the rights listed in paragraph 6 above, please contact: cs@3dgence.com

8. The provision of personal data by the Buyer / by persons acting on behalf of the Buyer is voluntary but necessary in order to conclude a sales agreement, present an offer and carry out Counterparty Verification; a refusal to provide it makes it impossible to conclude a sales agreement.
9. The data of the Buyer / of persons acting on behalf of the Buyer will not be subject to profiling.

§ 18 Contact details

In order to obtain information, resolve problems and submit suggestions concerning personal data protection, the Buyer may contact at any time the Seller's representative responsible for personal data protection. The contact address is: rodo@3dgence.com

§ 19 Summary

1. The place of performance of sales agreements concluded on the basis of these GTCS is Gliwice, Poland.
2. The court having local jurisdiction to resolve disputes arising from sales agreements concluded between the Seller and the Buyer is the competent court in Gliwice, Poland.
3. The law exclusively applicable to sales agreements concluded between the Seller and the Buyer, as well as to these GTCS, is Polish law. The application of the conflict-of-laws rules of private international law is excluded.
4. In matters not governed by these GTCS, the provisions of the Polish Civil Code shall apply.
5. A finding that individual provisions are invalid does not affect the validity of the remaining provisions of the GTCS.
6. To the extent going beyond the arrangements contained in the GTCS, the Seller's liability under the statutory warranty for defects (rekojmia) within the meaning of Article 558 § 1 of the Polish Civil Code is excluded. The GTCS exclude the application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.
7. Annex 1 – Sanctions Declaration (simplified version) forms an integral part of the GTCS. In the event of any conflict between the provisions of the GTCS and mandatory sanctions provisions, those provisions shall prevail.
8. In the case of sales conducted via the Internet, the declaration referred to in Annex 1 to the GTCS is made available on the website used to conduct the sales, with an indication that the Buyer must confirm that it has read its content before placing an Order.

Annex 1 to the GTCS – SANCTIONS DECLARATION (SIMPLIFIED VERSION)

W związku z konfliktem zbrojnym na Ukrainie oraz wdrożeniem sankcji gospodarczych przez Unię Europejską, Rzeczpospolitą Polską, Stany Zjednoczone Ameryki i inne państwa wobec określonych osób, instytucji i towarów, Kontrahent niniejszym oświadcza, że:

1. Ani Kontrahent, ani podmioty z nim powiązane osobowo, kapitałowo lub organizacyjnie, ani członkowie jego organów, ani beneficjenci rzeczywiści w rozumieniu art. 3 ust. 6 Dyrektywy Parlamentu Europejskiego i Rady (UE) 2015/849 z dnia 20 maja 2015 r., nie figurują na listach sankcyjnych ustanowionych przez Unię Europejską, Polskę, USA (dalej: „sankcje”).
2. Zawarcie oraz wykonanie niniejszej Umowy nie skutkuje naruszeniem lub ominięciem obowiązujących przepisów prawa, w tym w szczególności polskiej Ustawy z dnia 13 kwietnia 2022 r. o szczególnych rozwiązaniach w zakresie przeciwdziałania wspieraniu agresji na Ukrainę oraz służących ochronie bezpieczeństwa narodowego (Dz. U. z 2025 r. poz. 514 t.j. z póź. zm), a także naruszeniem lub ominięciem obowiązujących już sankcji gospodarczych.
3. Kontrahent nie utrzymuje relacji handlowych ani organizacyjnych z podmiotami lub osobami objętymi sankcjami.
4. Kontrahent nie podejmuje działań, które mogłyby prowadzić do obejścia lub złamania obowiązujących sankcji.
5. Przedmiot transakcji nie jest i nie będzie przeznaczony — bezpośrednio ani pośrednio — do dostawy lub odsprzedaży (w całości lub w części) na terytorium Federacji Rosyjskiej, Republiki Białorusi ani do podmiotów objętych sankcjami.
6. Strony zobowiązują się do niezwłocznego informowania siebie nawzajem o wszelkich przypadkach podejrzenia naruszenia niniejszej klauzuli.

Naruszenie postanowień niniejszej klauzuli może stanowić podstawę do rozwiązania umowy ze skutkiem natychmiastowym oraz dochodzenia roszczeń odszkodowawczych przez Stronę poszkodowaną.

Dane Kupującego:

- firma/nazwa
- siedziba
- numer w rejestrze przedsiębiorców
- NIP/odpowiednik

.....
Imię i nazwisko

.....
Funkcja

.....
Miejscowość i data

SANCTIONS DECLARATION (SIMPLIFIED VERSION) – ENGLISH VERSION

In connection with the armed conflict in Ukraine and the economic sanctions imposed by the European Union, the Republic of Poland, the United States of America and other states against specified persons, institutions and goods, the Buyer hereby declares that:

1. neither the Buyer, nor entities related to it personally, by capital or organisationally, nor members of its governing bodies, nor its ultimate beneficial owners appear on sanctions lists established by the European Union, Poland or the USA;
2. the conclusion and performance of the Agreement does not result in a breach or circumvention of applicable law or of sanctions already in force;
3. the Buyer does not maintain commercial or organisational relations with sanctioned persons or entities;
4. the Buyer does not take any actions which could lead to circumvention or breach of applicable sanctions;
5. the subject of the transaction is not and will not be intended, directly or indirectly, for supply or resale (in whole or in part) to the territory of the Russian Federation, the Republic of Belarus or to sanctioned entities;
6. the Parties undertake to inform each other immediately of any suspected breach of this clause;

A breach of this clause may constitute grounds for termination of the agreement with immediate effect and for pursuing damages by the aggrieved Party.

Buyer's details:

- company/name
- registered office
- number in the business register
- VAT number/equivalent

.....

First name, Surname

.....

Position

.....

Town, date